



PROGRESS IN MOTION

GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO 1209-080

Collection Services for: Utility Billing, Utility Billing Miscellaneous Accounts (Uncollected Fees Due to the City for Closed Accounts), Municipal Court Fines, Ambulance Billing, & Police Alarm Fees.

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***October 11, 2012 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**CD OR FLASHDRIVE AND FIVE COPIES REQUIRED**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034**

**Deadline for Submittal of
Questions**

**September 28, 2012 @ 4:00PM
CST**

**Send to
purchasing@friscotexas.gov**

**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE
CONTACT:**

**Tom Johnston, CPPO, C.P.M.
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540**

**Jean Stellatella, CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO
COMPETITIVE SEALED PROPOSAL NUMBER
1209-080

RFP for Collection Services for: Utility Billing, Utility Billing Miscellaneous Accounts (Uncollected Fees Due to the City for Closed Accounts), Municipal Court Fines, Ambulance Billing, & Police Alarm Fees.

BIDDERS MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FIVE HARD COPIES TO FACILITATE EVALUATION. IF A CD OR FLASHDRIVE PLUS FIVE HARD COPIES ARE NOT SUBMITTED WITH THE PROPOSAL IT MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed PROPOSALS for Collection Services for: Utility Billing, Utility Billing Miscellaneous Accounts (Uncollected Fees Due the City for Closed Accounts), Municipal Court Fines, Ambulance Billing, & Police Alarm Fees. The City does not currently have a vendor for these services.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Proposal must be received by October 11, 2012 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on October 11, 2012 at 2:05 PM.CST.

Write the competitive sealed proposal number, name of proposal, RFP for Collection Services for: Utility Billing, Utility Billing Miscellaneous Accounts (Uncollected Fees Due the City for Closed Accounts), Municipal Court Fines, Ambulance Billing, & Police Alarm Fees and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful bidder will be required to execute a written contract.

BONDING REQUIREMENTS

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit an original on a CD or Flash Drive and Five (5) copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. **F.O.B./DAMAGE:** Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. **DELIVERY PROMISE-PENALTIES:** Bids **MUST** show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. **BIDDER SHALL PROVIDE:** With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This bid number must appear on **ALL** correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.friscotexas.gov/bids . If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov .
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder to the City of Frisco, Finance Division, accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots,

epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____,
2012

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND FIVE (5) COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Scope of Service

The City of Frisco, Texas is accepting competitive sealed proposals for Collection Services for: Utility Billing, Utility Billing Miscellaneous Accounts (Returned Checks), Municipal Court Fines, Ambulance Billing, & Police Alarm Fees.

Question Deadline

The Question Deadline is September 28, 2012 at 4:00PM CST. All questions must be submitted via email to: purchasing@friscotexas.gov All questions will be answered in an Addendum within 48 hours of the Question Deadline.

City's Payment Terms

Net 30 Days from receipt of an invoice. Invoices must be fully documented by line item and must reference the City of Frisco Purchase Order Number in order to be processed for payment. Invoice should be emailed to: accountspayable@friscotexas.gov

Quantities

Quantities indicated on the proposal are estimates based on the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the proposed price.

Minimum Requirements

A minimum of three references from the past three years for jobs of similar size and complexity. Provide company names, addresses, Points of Contact, phone numbers and email addresses. Agency's past/current experience working with a combination of utilities, ambulance, miscellaneous receivable accounts, and returned items (checks). The number of current contracts with other Texas municipal governmental entities. Experience with electronic data and payment methods, warrant collection experience and collection procedures and collection services, computer system interfacing/compatibility with the City's court system which is Utility Data Systems Inc. of Texas – MCRS Program.

Contracts & Bonds

The awarded vendor will be required to sign the original contract and submit a \$50,000 Surety Bond, guaranteeing payment to the City of monies due the City before work is to commence.

Contract Terms

The successful vendor will be awarded a twenty-four (24) month contract effective from the date of City Council approval. **Prices must remain firm for the full life of the contract. A Surety Bond must be in force for the full life of the contract.**

Renewal Options

Subsequent to the awarded twenty-four (24) month contract, the City of Frisco reserves the right to exercise an option to renew the contract for three (3) additional one (1) year periods. Ninety days prior to the anniversary date of the contract the City will send the vendor a Request to Renew Memo to be signed and returned to the City. All prices, terms and conditions must remain the same for each optional additional one-year period. A Surety Bond must be in force for the full life of the contract.

SPECIFICATIONS

The City of Frisco, Texas is accepting competitive sealed proposals for Collection Services for: Utility Billing, Utility Billing Miscellaneous Accounts (Uncollected Fees Due the City for Closed Accounts), Municipal Court Fines, Ambulance Billing, & Police Alarm Fees. The majority of accounts sent to the vendor for collections will consist of Municipal Court Fines.

The following information **MUST** be included in a submitted proposal:

Company or Firm Legal Name

Physical Address and Mailing Address (if different from Physical Address) of Proposer

Person Authorized to Sign Proposal

Authorized Person's Title

Phone Number(s) (including area code) of Company or Firm

Company or Firm Fax Number

Federal Tax ID#

SUBMITTING PROPOSALS

This request for sealed proposal is seeking proposals for four (4) distinct projects:

Section 1: for collection services for delinquent utility accounts, including active storm water accounts and miscellaneous accounts (uncollected fees due the City for closed accounts).

Section 2: for collection services for ambulance billing.

Section 3: for collection services for Police alarm fees.

Section 4: for collection services of Municipal Court fines - Class C Misdemeanor violations that have been adjudicated and are past due and/or in warrant status.

AWARD CRITERIA

The contract will be awarded to one vendor only for all projects based upon whose proposal is determined by the City to be the highest ranking service provider that meets specifications. The following requirements must be met for full consideration in the decision making process.

- The vendor cannot sub-contract account management. Collection Services may be sub-contracted.
- Each department will submit accounts. The vendor will be required to reconcile the accounts with each submitting department.
- Vendor must obtain a Surety Bond for \$50,000, guaranteeing payment to the City for monies due the City during the full life of the contract.

- Vendor must be able to accept and transmit information from the City via regular mail, email attachments, fax or electronic file transmission at the City's option or Third Party vendor for ambulance billing.
- Vendor must report all accounts to Experian, Equifax, or TransUnion and/or other national credit bureaus, at the time the accounts are received from the City.
- Vendor must actively pursue all receivables turned over by the City, regardless of the amount owed.
- Vendor will retain all accounts for the life of the account. At the end of the life of the account, inactive uncollected accounts must be promptly returned to the City along with its findings and recommendations. Active accounts (those who have a payment pending or are actively on a payment plan) may be retained by the vendor for an additional 180 days, but will be returned sooner if an account becomes inactive. If the vendor has not succeeded in collecting any part of an account during that time period, then the vendor must promptly submit its findings and recommendations to the City.
- Vendor will retain a record of all accounts for a seven year limit for credit bureau reporting purposes. The City reserves the right to resubmit returned accounts.
- In processing and handling Emergency Medical Service Ambulance accounts, vendor must comply with all Health Insurance Portability and Accountability Act (HIPPA) requirements and must maintain a compliance program or policy in place.
- In processing and handling Utilities, vendor must comply with federal Red Flag Rules.
- In processing and handling Municipal Court fines, vendor must comply with state statutory requirements, most notably Article 103.003 of the Code of Criminal Procedure.

- Vendor must provide quarterly reports to the Municipal Court on the collection activities. These reports are due to the City by the 15th day of the month after the end of the quarter and should include:
 1. Itemized reconciliation statement of accounts due to the vendor
 2. Itemized monthly activity statements (include for each service: summary of collection activity, each debtor account collection status, and verified fee amount due to collector)
 3. Statement of accounts being returned to the City
- Vendor must provide monthly reports to Utility Billing, Police Department, and the Fire Department on the collection activities. These reports are due to the City by the first day of the month for the previous month's collections.
 1. Itemized reconciliation statement of accounts due to the vendor
 2. Itemized monthly activity statements (include for each service: summary of collection activity, each debtor account collection status, and verified fee amount due to collector)
 3. Statement of accounts being returned to the City
- Vendor must provide regular, periodic software or electronic reports to the City to enable account balance review by the City, and vendor comments regarding review of accounts held by the vendor. Vendor must provide technical support to enable electronic placement of accounts.
- For the Municipal Court the City will pay the agreed upon fee based on the amount collected on a quarterly basis. A quarterly report will be provided by the City for payment of collection fees. A reconciliation report will be generated by the Municipal Court. Within thirty (30) days after the reconciliation of the quarterly report payment will be made by check to the vendor.

- For Utility Billing, Police Department and the Fire Department the City will pay the agreed upon fee based on the amount collected on a monthly basis. A monthly report will be provided by City for payment of collection fees. A reconciliation report will be generated by each department. Within thirty (30) days after the reconciliation of the monthly report payment by check is due from the vendor.
- It is preferred that the vendor is located within the state of Texas. The vendor must be licensed to conduct business in the state of Texas.
- It is preferred that the vendor employs bilingual collectors who can correspond with Spanish-speaking debtors both orally and in writing.
- Vendor correspondence and collection methods must comply with a format acceptable to the City and be in accordance with all federal, state and local statutes regarding Fair Debt Collections practices.
- Vendor will perform bankruptcy inquiries before attempting collection of an outstanding account or debt. Additionally, upon finding of an account subject to a bankruptcy, Vendor will notify the City, through the Department reporting the account or debt in a separate report as specified by the City.
- Vendor's collection experience and qualifications must be sufficient to provide the most adequate and secure collection services as determined by the City.
- Vendor must provide skip-tracing services upon request.

ADDITIONAL SPECIFICATIONS (Section 4 only – Municipal Court Fines)

I. Purpose

The purpose of this request is to solicit proposals to collect on fines associated with Class C Misdemeanor violations that have

been adjudicated and are past due and/or in warrant status, for the City of Denton.

The objective of the Proposal is to obtain the collection services of a collection agency (Contractor), who will provide immediate and consistent efforts in collections of each case or warrant collected.

II. Nature of Municipal Court Services Required

1. The Court will provide files electronically to the Vendor of those persons having outstanding City of Frisco Municipal Court cases. This information can include, but is not limited to the following:

- a. Person's name, personal identifiers and driver license number, last known residential address, last known telephone number, citation number, alleged offense committed, offense date, amount of fine, amount paid (if any), amount due, and if applicable, date of warrant and warrant number and amount of fine/bond.

City will provide current file layouts. Electronic transfer of data is the preferred method of correspondence of the files. It will be the Vendor's responsibility to assure compatibility of City's data files and transmittal medium to the Vendor's computer system.

2. The City will send various outstanding cases to the Vendor for collection services on a monthly basis. These cases and warrants consist of the following types:
 - a. Active Warrants – These are warrants in which a judgment has been entered assessing a sum owed by the defendant in order to discharge the defendant from liability, and the defendant is subject to immediate arrest.

3. The Contractor will be able to perform the following:

- a. Develop a series of contacts with the defendant that does not violate the defendant's statutory and constitutional rights.
- b. Will attempt to contact the defendant named in any case or warrant submitted for collection service at least six (6) times in a 180-day period through a rotating telephone and letter cycle. Voice/telephone contact attempts shall be limited to between the hours of 8:00 a.m. and 8:00 p.m., Monday through Saturday. No Sunday contacts will be attempted. No in-person contacts will be permitted.
- c. Will submit transcripts of telephone contacts and written communications for approval by the City for collection services. The Contractor shall pay all associated costs with the telephone contract and written communications.
- d. Will instruct all defendants to forward all money directly to the City of Frisco Municipal Court, direct and/or assist the defendants with processing payments through the court's web payment system, phone payment system, by mail, via GovPayNet online system, or in person at the Frisco Municipal Court.
- e. Contractor will inform defendants that they may be able to post a bond to secure a new court date by contacting the Frisco Municipal Court.
- f. If a payment is received by the contractor, the contractor will immediately forward the negotiable instrument to the Frisco Municipal Court with the pertinent court payment reference information.
- g. The City may recall at any time from the Contractor a case previously referred for collection efforts, when in the opinion of the City, the best interest of the City will be served by recalling the case and/or warrant. Contractor will return information on cases submitted for collection services including information developed by the

Contractor regarding the defendant or his/her whereabouts.

- h. Will use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the City's outstanding cases.
 - i. Will guarantee that every defendant will be dealt with in a professional, courteous manner.
 - j. Will guarantee that a full-time customer service representative will be assigned to the City of Frisco and available to address day-to-day issues.
 - k. Will guarantee that a management-level staff member will be available to meet with the City of Frisco staff on a 24-hour notice.
 - l. The City of Frisco will send only the money that is due the Contractor. The City will collect and distribute the collection fee for court cases. The Contractor will provide the Frisco Municipal Court with a quarterly reconciliation statement. The City will maintain sole discretion on payment of the collection fees for cases that are cleared by arrest or other court collection efforts.
4. Both the City and the Vendor will jointly review the appropriate cases for which payment is due to the City on a quarterly basis.
- a. The Vendor will not receive compensation for cases and warrants disposed of in which the City does not receive any payments, including but not limited to situations in which cases or warrants are disposed of by way of arrest, defendant's credit for sums owed by jail time credit, community service, dismissal of any case or if defendant is found not guilty, or for which no money is actually received by the Court.

- b. Total collection fees received by the Vendor will not exceed the percentage as specified in Chapter 103 of Texas Code of Criminal Procedures.
- c. The City shall not be liable under the contract for any services which are unsatisfactory or which the City has not approved.
- d. Contractor will not be entitled to reimbursement for expenses incurred under the Contract.

City of Frisco's Estimated Outstanding Account Data

Estimates are as follows:

Section 1: collection services for delinquent utility accounts, and active storm water accounts is estimated at \$500,000 as of the end of the month July, 2012.

Section 2: collection services for ambulance billing is estimated at \$250,000.00 as of the end of the month February, 2012.

Section 3: collection services for Police alarm fees is estimated at \$6,775 as of the end of the month July, 2012.

Section 4: collection services of Municipal Court fines - Class C Misdemeanor violations that have been adjudicated and are past due and/or in warrant status. Open warrants as of the end of the month July, 2012 are 7,226. Outstanding fines from 1999 to end of month July, 2012 are estimated to be \$2,200,000.00

The following response components must be included with proposal:
(tab in order)

1. Company Experience

Detail the experience of the company office that will be responsible for this account has had in collection of delinquent municipal accounts receivables. Include answers to the questions listed under the Experience and Reputation section of the Collection Services Questionnaire below:

**COLLECTION SERVICES QUESTIONNAIRE FOR:
UTILITY BILLING, UTILITY BILLING MISCELLANEOUS ACCOUNTS
(RETURNED CHECKS), MUNICIPAL COURT FINES, AMBULANCE
BILLING, & POLICE ALARM FEES**

Collection Process

1. What steps will be taken by you to collect?

-
-
-
-

How do you collect? (Include operating procedures and processes)

2. Do you perform skip tracing? Yes ____ No ____

3. Can collection notices be prepared in Spanish at no additional cost?

Yes _____ No _____

4. Do you have employees who can speak and write in Spanish?

Yes _____ No _____

5. How do you handle customer's questions or problems?

6. Do you offer free Demand Service? (If debtor pays our office or your office within a small time frame the City is not charged a fee).

Yes _____ No _____

If yes what is time frame? _____

7. Do you report to all three credit bureaus (Experian, Equifax, and TransUnion)? If not, which credit bureau do you report to?

Experience and Reputation

8. What amount do you expect to collect? \$ _____

What is your recovery rate? _____ %

9. What is your average turnaround time after placement of an account? _____ *days*

10. How many professionally trained collectors do you have on your staff? _____

11. How many years has your firm been in the collection business? ____
years ____ months

12. Are you currently collecting for ambulance or medical services?
Yes _____ No _____

If yes, how long have you collected for an ambulance or medical services?

____*years ____ months*

13. **Are you currently collecting for a Texas municipal court?**

Yes _____ No _____

If yes, how long have you collected municipal court fines/warrants?

____*years ____ months*

14. Upon request, will you provide an independently audited financial statement?

Yes _____ No _____

15. Have you received any complaints concerning non-compliance to the applicable federal, state, and local statutes regarding Fair Debt Collection practices?

Yes _____ No _____

If yes, please provide an explanation.

Compatibility

16. Do you have the ability to incorporate a remittance slip in your written correspondences?

Yes _____ No _____

17. Can you combine multiple accounts into a single collection effort? (i.e. Collect \$500 for ambulance service plus two utility accounts at \$200 each from the same individual or entity.)

Yes _____ No _____

18. What is the minimum combined amount for which you will perform collections?

\$ _____

19. Can you provide secured access, preferably a website, for authorized City employees to look up account status/information and/or run reports?

Yes _____ No _____

20. Does your agency utilize any of the automated payment methods such as Western Union, AutoPay or Check by Phone?

Yes _____ No _____

If yes what methods are available?

21. Can you accept the Agreement as it is written?

Yes _____ No _____

If no, please indicate the areas of proposed changes.

22. Is your office located within the State of Texas?

Yes _____ No _____

2. Provide three references of collections in excess of \$500,000 and any governmental agencies. If not applicable, list your top three accounts (Texas accounts preferred). Include name, address, phone number of the contact person, and length of time such entity or entities have been your client. Indicate specifically what type(s) of collections services you provide. The vendor reference page included on page 10 shall be used.
3. Provide the number and type of collection clients your company has gained in the last 12 months and how many your company has lost in the last 12 months, and briefly explain the loss of each client.
4. Explain in relevant detail how your company researches proper addresses and ownership for delinquent accounts.
5. Provide outline of progressive course of action taken to pursue delinquent accounts. You may use the format under question number 1 on the Collection Services Questionnaire.
6. Methods to be used
Describe the methods your company will use in the collection process for delinquent municipal accounts receivables. Include methods such as producing and mailing collection letters, delinquent statements, notifications and other similar mailings, follow-up calls, and handling inquiries from customers
7. Provide sample relevant documents, including the following:
 - a. Invoices
 - b. Proposed collection notices/letters to be sent to an individual
 - c. Proposed collection notices/letters to be sent to an entity or a company
 - d. Telephone scripts
 - e. Progress/status reports that will be provided to the City of Frisco
 - f. Performance of collection of warrant cases – Section 4 only.
8. Completed Collection Services Questionnaire.

9. Provide a Sample Contract for Sections 1 through 3 and a Sample Contract for Section 4.

Evaluation Criteria

This Request for Proposals will be evaluated by the criteria established in this document. Response to specification is primary in determining the best overall service to the City. Failure to comply with the listed General Conditions may result in disqualification of proposal. The successful proposer will be that proposer who has scored the highest on the evaluation criteria. The proposals will be evaluated and rated on the following areas and are listed below in order of their importance:

The number of current contracts with other Texas Municipal Governmental entities.

Compliance with specifications

Computer system interfacing/compatibility with the City's court system

Agency's past/current experience working with a combination of Utility Billing including miscellaneous receivable accounts and returned checks, Municipal Court fines, ambulance billing, and Police alarm fees.

Prices for services based on combined rates for all services with consideration of Municipal Court submissions

Process and timing of payments to City and billing for services

References listed and responses

Experience with electronic data and payment methods

Warrant collection experience

Collection procedures and collection services

Skip-Tracing capabilities

Selection Process and Method of Award

The successful proposer will be that proposer who has scored the highest on the evaluation criteria. The City reserves the right to request additional data or clarification as needed. This proposal will be awarded to one vendor. The City of Frisco City Council must approve the vendor selected to provide the services outlined in the specifications. Vendor services will begin within 30 days after City Council approval and a contract is fully executed.

Interviews

A Short List will be developed. Successful proposers will have an opportunity to meet with the team to discuss the results of the evaluation and review the final proposals. Reference calls will occur at this time.

Inquiries

The Question Deadline is September 28, 2012 at 4:00PM CST. All questions must be submitted via email to: purchasing@friscotexas.gov All questions will be answered in an Addendum within 48 hours of the Question Deadline.



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1209-080

Collection Services for: Utility Billing, Utility Billing Miscellaneous Accounts (Uncollected Fees Due to the City for Closed Accounts), Municipal Court Fines, Ambulance Billing, & Police Alarm Fees.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name)

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____